

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Experience Works, Inc. Agreement**DEPARTMENT:** Community Services**DIVISION:** Administration - Community
Services**AUTHORIZED BY:** Michele Saunders**CONTACT:** Pamela Martin**EXT:** 2302**MOTION/RECOMMENDATION:**

Approve the Experience Works, Inc. Senior Community Service Employment Program (SCSEP) Host Agency Agreement (Agreement) as a standard agreement for County use and authorize the delegation of authority to the Director of the Human Resources Department to execute agreements using this standard form for future Experience Works' participants.

County-wide

Michele Saunders

BACKGROUND:

Experience Works is a national, charitable, community-based organization. Originally named Green Thumb, and chartered in 1965 as a small, rural demonstration program, Experience Works has grown to be the nation's leading provider of training, employment, and community service for low-income older people.

A Host Agency is any nonprofit organization or government agency that serves as a training site for SCSEP participants. Becoming a Senior Community Service Employment Program (SCSEP) Host Agency can be a mutually beneficial and rewarding experience for everyone.

The Host Agency, (Seminole County) receives a motivated older worker who desires to work and learn. The Host Agency Agreement is a standard form; it is not specific to any one Experience Works' participant.

The Host Agency, together with the Experience Works' staff and participant, develops a training assignment description for the participant. The participant gains valuable work experience and specific training which might lead to unsubsidized employment at the Host Agency or with another employer.

Experience Works pays the participant minimum wage for up to 20-hours per week training time. Experience Works fulfills its mission "To Put Experience to Work" by coordinating SCSEP participants training for unsubsidized employment while performing valuable community service.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Experience Works, Inc., Senior Community Service Employment Program (SCSEP) Host Agency Agreement form for future use with Seminole County and delegate authority to the Human Resource Department to execute the standard form in the future for Experience Works' participants.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)



SCSEP HOST AGENCY AGREEMENT

State FloridaCounty Seminole

Name of Host Agency Seminole County		Host Agency Type <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local <input type="checkbox"/> 501(c)(3)	
Address 1101 E 1 st Street		City Sanford	State Florida
Telephone	Fax	Email amcneil@seminolecountyfl.gov	Zip 32771
			FEIN 59-6000856

A. PURPOSE: Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), in order to provide public benefit by providing training and work experience for SCSEP participant(s) while at the same time performing valuable community services. Host Agency agrees to provide meaningful work experience and training to participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency agrees to support SCSEP objectives by actively providing training, supporting older workers, and, if possible, hiring participant(s) in permanent employment position(s). Host Agency has no right to participant assignment and Experience Works may reassign participant(s) and/or participant position(s) at any time in accordance with SCSEP rules, regulations, and policies.

B. HOST AGENCY RESPONSIBILITIES: Host Agency agrees to:

- 1. Training Assignment:** Provide community service assignments for participant(s) commensurate with his/her abilities and skills, in accordance with participant(s) Training Assignment(s). Assist Experience Works in developing Training Assignment(s) for participant(s), which shall be attached and incorporated herein, and shall contain a description of assignment, duties and responsibilities, and training schedule, including hours per week, timeline and anticipated completion date. Immediately report and coordinate any changes in training duties or responsibilities with Experience Works and assist in amending Training Assignment(s) accordingly. All Training Assignments must be approved and authorized by Experience Works before performance by participant(s).
- 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours specified in participant Training Assignment and that participant(s) is permitted to train twenty (20) hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to or perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that participant performs community service in excess of authorized hours, or Host Agency permits participant to return to community service training assignment after being on Leave Without Pay (LWP) for more than thirty (30) days without prior authorization from Experience Works, Host Agency shall compensate participant(s) for such time. In addition, Host Agency understands that in order to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not maintain participant(s) on its payroll except upon permanent employment. Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries occurring with the knowledge, approval or authorization of Host Agency but which is outside of the participant schedule(s) or scope of Training Assignment.
- 3. Supervision and Training / Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook. Meet with Experience Works representatives at least annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, absence without leave (AWOL), and any other like matters. Immediately notify Experience Works of change of Host Agency participant supervisor. Host Agency Supervision hours reported as SCSEP In-kind Contributions cannot be used as a match for other federal programs.
- 4. Time and Attendance Reports:** Accurately record and report actual time and attendance of participant(s). Verify participant(s) time in training by signing participant time sheet(s) in ink and timely submit to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets. Host Agency understands that inaccurate time and attendance reports may be a violation of False Claims Act, 31 U.S.C. §3729.
- 5. Reports:** Report on a bi-weekly basis on participant time sheets a true and accurate statement of hours of participant supervision or other costs contributed to SCSEP by Host Agency. Host Agency understands that inaccurate supervision or contribution reports may be a violation of False Claims Act, 31 U.S.C. §3729. When requested, appropriate or necessary, report participant performance, training progress, and community service accomplishments. Immediately report participant requests for disability accommodation, any complaints of discrimination, and accidents.
- 6. Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.
- 7. Physical Exam/Health Screening / Supportive Services:** Permit participant(s) leave and/or an adjustment to their training schedule to attend physical exam/health screening. Assist in furnishing supportive services to participant(s) as needed to carry out their community service training assignment.
- 8. Safe Training Site / Accidents:** Provide participant(s) with training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
- 9. Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. Host Agency shall endeavor to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.

C. NONDISCRIMINATION: Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination

based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.



SCSEP HOST AGENCY AGREEMENT PART TWO

State Florida

County Seminole

- D. INSURANCE:** If participant duties include driving, Host Agency shall maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) and name Experience Works and the participant(s) as an additional insured while engaged in the performance of their training assignments. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.
- E. Workers' Compensation:** Experience Works provides participants with workers' compensation coverage as required by state law.
- F. PRIVACY ACT:** All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- G. RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.
- H. MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours. Host Agency will post the Hatch Act provided by Experience Works, Inc.
- I. LIABILITY OF RESPECTIVE PARTIES:** Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works evaluation and assessment of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. Participants further are not employees or agents of Experience Works or Host Agency, and neither Experience Works nor Host Agency is responsible for their conduct, acts or omissions. Each party shall be solely responsible for the acts or omissions of its employees and/or agents under this contract subject to the limitations set forth in applicable laws (including but not limited to Florida Statutes section 768.28), but will not be responsible for the acts or omissions of the other parties' public officers, employees and/or agents. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees of any party with any of the other parties.
- J. TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party.
- K. AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE